

# **EXHIBIT M**

THE HONORABLE THOMAS S. ZILLY

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

BUNGIE, INC.,

Plaintiff,

v.

AIMJUNKIES.COM; PHOENIX  
DIGITAL GROUP LLC; DAVID  
SCHAEFER; JORDAN GREEN;  
JEFFREY CONWAY; and JAMES MAY,

Defendants.

No. 2:21-cv-811-TSZ

**PLAINTIFF'S THIRD SET OF REQUESTS FOR PRODUCTION (NOS. 44–45) TO  
DEFENDANT PHOENIX DIGITAL GROUP, LLC**

Pursuant to Federal Rules of Civil Procedure 26 and 34, Plaintiff Bungie, Inc. (“Plaintiff” or “Bungie”) hereby requests that Defendant Phoenix Digital Group, LLC (“Phoenix Digital”) produces for inspection and copying the documents and things within his possession, custody, or control falling within the scope of the requests set forth below within thirty (30) days from the date of service hereof, in accordance with the definitions and instructions below. Please produce all responsive documents and things described herein within Phoenix Digital’s possession, custody, or control to the attention of William C. Rava at the law firm of Perkins Coie, LLP located at 1201 Third Avenue, Suite 4900, Seattle, WA 98101-3099. These Requests are continuing. As such, Phoenix Digital must supplement its responses and produce additional

responsive information in a timely manner in accordance with Federal Rule of Civil Procedure 26(e) as additional or corrective information comes to their counsel's attention.

### DEFINITIONS

The following definitions and instructions shall apply when responding to these requests for production:

1. "Phoenix Digital" shall mean Phoenix Digital Group LLC and any of its present and former directors, officers, employees, parent organizations, subsidiary organizations, predecessors in interest, successors in interest, partners, associates, agents, consultants, representatives, and any other person or entity action on its behalf, under its authority, or subject to its control.

2. "Defendants" shall refer collectively to Phoenix Digital, AimJunkies.com, David Schaefer, Jordan Green, Jeffrey Conway, and James May.

3. "Bungie" or "Plaintiff" shall mean Bungie, Inc. and any of its present and former directors, officers, employees, parent organizations, subsidiary organizations, predecessors in interest, successors in interest, partners, associates, agents, consultants, representatives, and any other person or entity action on its behalf, under its authority, or subject to its control.

4. "Cheat Software" shall mean the *Destiny 2* cheat software offered for sale on Defendants' website, AimJunkies.com.

5. "Action" refers to the lawsuit filed in the U.S. District Court, Western District of Washington at Seattle, entitled *Bungie, Inc. v. AimJunkies.com, et al.*, Case No. 2:21-cv-811-TSZ, including without limitation all claims, counterclaims, and defenses asserted therein.

6. "Document" and its plural shall mean anything that would be a writing or recording as defined in Rule 1001(1) of the Federal Rules of Evidence and/or falls within the scope of the term as defined in Rule 34(a) of the Federal Rules of Civil Procedure, and includes any written, printed, typed, recorded, magnetic, punched, copied, graphic, or other tangible thing in which information may be embodied, translated, conveyed, or stored. If a draft document has been

1 prepared in several copies that are not identical, or if the original identical copies are no longer  
2 identical due to subsequent notation, each non-identical document is a separate document.

3 7. “Thing” shall have the full meaning ascribed to it by the Federal Rules of Civil  
4 Procedure.

5 8. “Communication” means the transmittal of information (in the form of facts, ideas,  
6 inquiries, or otherwise), and encompasses every medium of information transmittal, including but  
7 not limited to written, graphic, and electronic communication.

8 9. “Person” or “persons” means an individual, proprietorship, partnership, firm,  
9 corporation, association, governmental agency, or other organization or entity.

10 10. “Relate to” and “relating to” mean embodying, comprising, referring to,  
11 constituting, containing, consisting of, memorializing, evidencing, describing, reflecting,  
12 identifying, supporting, analyzing, discussing, mentioning, summarizing, stating, or pertaining in  
13 any way to, in whole or in part, the stated subject matter either directly or indirectly.

14 11. “And” and “or” shall be interpreted in their broadest sense and shall include both  
15 the disjunctive and the conjunctive, as required by the context, to bring within the scope of these  
16 interrogatories any information which might be otherwise deemed outside their scope by any other  
17 construction.

18 12. “Any” and “each” should be understood to encompass and include “all.”

19 13. Where appropriate, the singular form of a word should be interpreted in the plural  
20 and vice versa, to acquire the broadest possible meaning.

21 14. Bungie’s use of terms, phrases, and definitions is for convenience and no term,  
22 phrase, or definition shall be construed as an admission by Bungie.

### 23 INSTRUCTIONS

24 1. These requests are to be answered separately and fully, in writing and under oath,  
25 within thirty (30) days of the date of service on you.

1           2.       The specificity of any later requests should not be construed to limit the generality  
2 or reach of these requests. Nor should the specificity of these requests be construed to limit the  
3 generality or reach of any later requests.

4           3.       In responding to these requests for production, you are required to furnish all  
5 information that is available to you or subject to your reasonable inquiry, including information in  
6 the possession of your present and former attorneys, accountants, advisors, representatives, agents,  
7 employees, or other persons directly or indirectly employed by or connected with you, and anyone  
8 else otherwise subject to your control. All Documents that respond, in whole or in part, to any  
9 portion of the requests below shall be produced in their entirety, including all attachments and  
10 enclosures.

11           4.       In producing the Documents and writings requested herein, produce them as kept  
12 in the ordinary course of business, in their original file folders, if any, or in lieu thereof, attach to  
13 the set of Documents produced from a given file a copy of all written or printed material on the  
14 original file folder. In addition, the Documents shall be produced in the same sequence as they are  
15 contained or found in the original file folder. The integrity and internal sequence of the requested  
16 Documents within each folder shall not be disturbed. Documents from one file folder should not  
17 be commingled with documents from any other file folder. Documents attached to each other  
18 should not be separated.

19           5.       If you withhold or redact any Document by reason of a claim of privilege, for each  
20 of those Documents provide a record in a privilege log containing: (i) a sequential number  
21 associated with each privilege log record; (ii) the date of the Document; (iii) the identity of the  
22 persons who authored, signed, or otherwise prepared the Document; (iv) the identity of all persons  
23 designated as addressees or cotypees; (v) a description of the contents of the document that, without  
24 revealing information itself privileged or protected, is sufficient to understand the subject matter  
25 of the document and the basis of the claim of privilege or immunity; (vi) the type or nature of the  
26 privilege asserted (e.g., attorney-client privilege, work product doctrine, etc.); and (vii) the

1 Document Numbers corresponding to the first and last page of any withheld or redacted document,  
2 if the document has been assigned any such document numbers.

3 6. If any Document or Thing requested herein has been lost, discarded, or destroyed,  
4 each such Document or Thing shall be identified as completely as possible, including, as to each  
5 such Document or Thing, its date, general nature (e.g., letter memorandum, telegram, telex,  
6 photograph, computer printout, etc.) subject matter, each author or originator, each Person  
7 indicated as an addressee or copy recipient or known by you to have received a copy of the  
8 Document or Thing, and its former custodian(s). In addition, as to each Document or Thing, the  
9 following information shall be supplied: (a) date of disposal, loss, or destruction; (b) manner of  
10 disposal, loss, or destruction; (c) the reason(s) for disposal or destruction or an explanation of loss;  
11 (d) Persons authorizing the disposal or destruction; (e) Persons having knowledge of the disposal,  
12 destruction, or loss; and (f) Persons who destroyed, lost, or disposed of the Document or Thing.

13 7. Any Document request that refers to a specific Document, group of Documents, or  
14 types of Documents within the request, and ask for production of Documents “relating to,”  
15 “referring to,” or “discussing,” or otherwise related to such Document or Documents is to be  
16 construed to require production of the specific Document or Documents so referenced in the  
17 request except as otherwise noted.

18 8. If you object to providing some, but not all, of the Documents and Things requested  
19 by any Request, state the objection, describe the Document and Things that you are unwilling to  
20 provide because of its objection, and describe and provide the Documents and Things that are not  
21 subject to the objection.

22 9. If no responsive Documents exist and reasonable search has been conducted for a  
23 requested category of Documents, please so indicate.

24 10. These requests for production of Documents require your ongoing supplementation  
25 in accordance with Federal Rule of Civil Procedure 26(e).  
26

**REQUESTS FOR PRODUCTION**

**REQUEST NO. 44:**

Produce all documents reflecting or relating to the loader software used by Phoenix Digital to distribute the Cheat Software, including but not limited to a copy of the loader software, any instructions provided to consumers regarding the use of the loader software, any transfer of rights or agreements (e.g., lease or rental) related to the loader software, and any documents or communications referring or relating to the use of the loader software in connection with the Cheat Software.

**REQUEST NO. 45:**

Produce all documents reflecting or relating to the uploading of any cheat software to the AimJunkies.com website, including but not limited to any folder(s) on the website where developers would deposit cheat software, the FTP on or associated with the AimJunkies.com website where cheat software would be uploaded, and any instructions Phoenix Digital provides to developers to upload cheat software to AimJunkies.com.

DATED this 9th day of December, 2022

By: /s/Jacob P. Dini  
 William C. Rava, WSBA No. 29948  
 Jacob P. Dini, WSBA No. 54115  
 Christian W. Marcelo, WSBA No. 51193  
**Perkins Coie LLP**  
 1201 Third Avenue, Suite 4900  
 Seattle, WA 98101-3099  
 Telephone: 206.359.8000  
 Facsimile: 206.359.9000  
 Email: WRava@perkinscoie.com  
 JDini@perkinscoie.com  
 CMarcelo@perkinscoie.com

*Attorneys for Plaintiff Bungie, Inc.*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that they served a true and correct copy of the foregoing Plaintiff's First Set of Requests for Production to Phoenix Digital (Nos. 44–45) to the following via the email addresses below:

Philip P. Mann  
Mann Law Group PLLC  
403 Madison Ave. N.  
Suite 240  
Bainbridge Island, WA 98110  
Telephone: 206.855.8839  
Facsimile: 866.341.5140  
Email: phil@mannlawgroup.com

EXECUTED at Seattle, Washington, on December 9, 2022.

/s/Jacob P. Dini  
Jacob P. Dini